

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

KIMBERLY M. SHELTON,

§

Plaintiff,

§

v.

CIVIL ACTION NO. 3:22-cv-00730

CITIBANK, N.A.

§

Defendant.

§
§

APPENDIX

Reference	Document Name
Exhibit A	Index of State Court Action Documents
Exhibit B	Documents Filed in State Court Action
Exhibit B-1	Plaintiff's Original Petition
Exhibit B-2	Citation issued to Defendant Citibank, N.A.
Exhibit B-3	Return of Service
Exhibit B-4	Defendant Citibank, N.A.'s Original Answer
Exhibit C	Certificate of Interested Persons

EXHIBIT “A”

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

KIMBERLY M. SHELTON,

§

Plaintiff,

§

v.

CIVIL ACTION NO. 3:22-cv-00730

CITIBANK, N.A.

§

Defendant.

§
§
§

INDEX OF STATE COURT ACTION DOCUMENTS

Date Filed in State Court Action	Document Name
February 8, 2022	Plaintiff's Original Petition
February 8, 2022	Citation issued to Defendant Citibank, N.A.
March 7, 2022	Return of Service
March 15, 2022	Defendant Citibank, N.A.'s Original Answer

EXHIBIT “B”

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

KIMBERLY M. SHELTON,

§

Plaintiff,

§

v.

CIVIL ACTION NO. 3:22-cv-00730

CITIBANK, N.A.

§

Defendant.

§

DOCUMENTS FILED IN STATE COURT ACTION

Reference	Date Filed in State Court Action	Document Name
Exhibit B-1	February 8, 2022	Plaintiff's Original Petition
Exhibit B-2	February 8, 2022	Citation issued to Defendant Citibank, N.A.
Exhibit B-3	March 7, 2022	Return of Service
Exhibit B-4	March 15, 2022	Defendant Citibank, N.A.'s Original Answer

EXHIBIT “B-1”

CAUSE NO.**KIMBERLY M. SHELTON,****Plaintiff,****v.****CITIBANK, N.A.,****Defendant.****IN THE JUSTICE COURT****PRECINCT 2 PLACE 2****DALLAS COUNTY, TEXAS****PLAINTIFF'S ORIGINAL PETITION****TO THE HONORABLE JUDGE OF SAID COURT:**

COMES NOW, Plaintiff KIMBERLY M. SHELTON (hereinafter referred to as "Plaintiff") and files this *Original Petition against* Defendant CITIBANK, N.A., (hereinafter referred to as "Defendant"), and respectfully shows the Court the following:

DISCOVERY CONTROL PLAN LEVEL

1. Plaintiff reserves the right to petition this Court to engage in pretrial discovery pursuant to Rule 500.9 of the Texas Rules of Civil Procedure.

PARTIES AND SERVICE

2. Plaintiff is an individual who resides in Dallas County, Texas and is represented by the undersigned counsel.

3. Plaintiff is a "person" as defined by 47 U.S.C. § 153(39).

4. Plaintiff is a "Consumer" meaning Plaintiff is a natural person who is allegedly obligated to pay any debt.

5. The Consumer Debt is an obligation or alleged obligation of the Plaintiff to pay any money arising out of a transaction in which the money, property, or services which are the subject of the

transaction are primarily for personal, family, or household purposes.

6. Defendant is a "person" as defined by 47 U.S.C. § 153(39).
7. Defendant acted through its agents, employees, officers, members, volunteers, staffers, directors, heirs, successors, assigns, principals, trustees, sureties, subrogees, representatives, and insurers at all times relevant to the instant action.
8. Defendant, Citibank N.A., may be served with process through at its offices located at 800 S. Corporate Place, Sioux Falls, SD 57104.
9. Defendant is a debt collector as defined under Tex. Fin. Code Ann. § 392.001(6) because Defendant has engaged in direct or indirect debt collection against the Plaintiff in Texas.

JURISDICTION AND VENUE

10. This Court has personal jurisdiction over all the parties because both parties reside and/or engage in business in the State of Texas. Further, this Court has jurisdiction of this cause of action in that it involves an amount in controversy within the original jurisdiction of this Court.
11. Plaintiff seeks monetary relief within this Court's jurisdictional limits.
12. Venue in Dallas County, Texas is proper in this cause pursuant to Section 15.002 of the Texas Civil Practice and Remedies Code because all or a substantial part of the events or omissions giving rise to this lawsuit occurred in Dallas County, Texas.

FACTUAL ALLEGATIONS

11. Plaintiff incorporates by reference all of the above paragraphs of this Petition as though fully stated herein with the same force and effect as if the same were set forth at length herein.
12. At all times relevant to the instant action, Plaintiff was the subscriber, owner, and operator of the cellular phone ending in -0281. Plaintiff is and always has been financially responsible for

the cellular phone and its services.

13. Defendant knew Plaintiff's phone number was a cellular telephone number before Defendant called Plaintiff's phone number.

14. At all times relevant to the instant action, Plaintiff's work phone number was the phone number ending in -3305.

15. Defendant knew Plaintiff's phone number was a work telephone number before Defendant called Plaintiff's work phone number.

16. At all times relevant to the instant action, Plaintiff and her husband were the subscribers, owners, and operators of the landline phone ending in -1697. Plaintiff and her husband are and always have been financially responsible for the landline phone and its services.

17. Defendant knew Plaintiff's landline phone number was a landline telephone number before Defendant called Plaintiff's phone number.

18. Plaintiff's landline phone number is on the National Do Not Call Registry.

19. On or about January 30, 2021, Plaintiff sent a letter to Defendant about an Account with Defendant ("Account"), attached as Exhibit A, requesting an investigation of the above stated account, as well as the information being reported to credit reporting agencies regarding the account. Plaintiff informed Defendant she had filed dispute letters to the credit Bureaus. Lastly, Plaintiff did not understand why the Account was abruptly closed.

20. On or about February 19, 2021, Defendant responded to Plaintiff stating their "records indicate that your account was closed on 08/19/2020, because failed in the card reissue criteria. The account is in failed reissue due to late payments, going over the credit line or related accounts which are not in compliance with the terms & conditions of the Citi bank card agreement." See copy of Letter dated February 19, 2021 attached as Exhibit B.

21. On or about July 29, 2021, Defendant informed Plaintiff the balance on the Account was \$4,223.22. See copy of Letter received July 29, 2021 attached as Exhibit C.
22. On or about August 24, 2021, Defendant responded to Plaintiff's account request to update the information on her credit report and Defendant verified that the information was correct. See copy of Letter received attached as Exhibit D.
23. Plaintiff began receiving calls from Defendant demanding full payment of the Account's alleged balance.
24. Plaintiff demanded Defendant to cease all calls in a letter received by Defendant on July 9, 2020. See copy of Letter sent July 5, 2021 attached as Exhibit E.
25. Defendant ignored Plaintiff's request, and continued collection efforts for the Account.
26. Defendant called Plaintiff at least 27 times between July 10, 2021 and July 19, 2021, including three calls to Plaintiff's work. See screenshots of call log attached as Exhibit F.
27. Plaintiff estimates between July 10, 2021 and July 19, 2021, six (6) to eight (8) calls to Plaintiff's landline were made by Defendant for an estimated total of 34 phone calls in eleven (11) days.
28. On or about July 9, 2021, Defendant called from 1-877-281-0416 three times (3) at 8:39 am, 2:47 pm and 5:51 pm.
29. On or about July 10, 2021, Defendant called from 1-877-281-0416 four (4) times at 8:09 am, 10:36 am, 12:50 pm and 3:11 pm.
30. On or about July 11, 2021, Defendant called from 1-877-281-0416 four (4) times at 8:21 am, 10:36 am, 12:49 pm and 2:55pm.
31. On or about July 12, 2021, Defendant called from 1-877-281-0416 three (3) times at 10:30 am, 5:29 pm and 8:34pm.

32. On or about July 13, 2021, Defendant called from 1-805-637-7243 at 8:30 am and left a voicemail. Defendant called from 1-877-281-0416 two (2) times at 2:49 pm and 6:08 pm.
33. On or about July 14, 2021, Defendant called from 1-877-281-0416 three (3) times at 8:01 am, 2:40 pm and 5:40 pm.
34. On or about July 15, 2021, Defendant called from 1-877-281-0416 three (3) times at 8:01 a.m., 2:56 pm and 6:06 pm.
35. On or about July 16, 2021, Defendant called from 1-877-281-0416 one (1) time at 8:07 am.
36. On or about July 17, 2021, Defendant called from 1-877-281-0416 one (1) time at 8:02 am at Plaintiff's place of work and left voicemail.
37. On or about July 18, 2021, Defendant called from 1-877-281-0416 one (1) time at 8:35 am at Plaintiff's place of work and left voicemail.
38. On or about July 19, 2021, Defendant called from 1-877-281-0416 one (1) time at 8:14 am at Plaintiff's place of work and left voicemail.
39. Defendant used an automated phone dialing system to call Plaintiff's cellular, landline and work telephones, collectively ("Phones").
40. Defendant occasionally used a prerecorded messages when calling Plaintiff's Phones.
41. The automated telephone dialing system used to call Defendant has the capacity to store telephone numbers.
42. The automated telephone dialing system used to call Defendant has the capacity to call or text telephone numbers automatically.
43. The telephone dialer system Defendant used to call Plaintiff's Phones has the capacity to call or text stored telephone numbers without human intervention.

44. The telephone dialer system Defendant used to call Plaintiff's Phones has the capacity to call telephone numbers in sequential order.
45. The telephone dialer system Defendant used to call Plaintiff's Phones has the capacity to call telephone numbers randomly.
46. The telephone dialer system Defendant used to call Plaintiff's Phones selects telephone numbers to be called according to a protocol or strategy entered by Defendant.
47. The telephone dialer system Defendant used to Plaintiff's Phones simultaneously calls or texts multiple persons.
48. The alarming volume of calls by Defendant is evidence of intent to harass Plaintiff.
49. Plaintiff feels threatened from the volume and nature of the phone calls.
50. As a result of Defendant's conduct, Plaintiff has suffered from embarrassment, annoyance, mental, anguish, and frustration.
51. Defendant's harassing phone calls have severely disrupted Plaintiff's everyday life.
52. Defendant's harassing calls have caused Plaintiff damages, including, aggravation that accompanies frequent unwanted phone calls, anxiety, emotional distress, increased risk of personal injury resulting from the distraction caused by the phone calls, wear and tear to Plaintiff's Phones, temporary loss of use of Plaintiff's cellular phone, invasion of privacy, loss of battery charge, loss of concentration, mental anguish, nuisance, the per-kilowatt electricity costs required to recharge Plaintiff's cellular telephone as a result of increased usage of Plaintiff's telephone services, and wasting Plaintiff's time.
53. Moreover, each time Defendant placed a telephone call to Plaintiff, Defendant occupied Plaintiff's Phones such that Plaintiff was unable to receive other phone calls or otherwise utilize her Phones while her Phones were ringing.

FIRST CAUSE OF ACTION

**Violations of the Telephone Consumer Protection Act
(47 U.S.C. § 227 et. seq.)**

55. All paragraphs of this Complaint are expressly adopted and incorporated herein as though fully set forth herein.
56. The TCPA defines ATDS as “equipment which has the *capacity*—(A) to store or produce telephone numbers to be called, using a random or sequential number generator; and (B) to dial such numbers.” 47 U.S.C. § 227(a)(1).
57. Upon information and belief, the system used by Defendant to place calls to Plaintiff has the capacity to use a random or sequential number generator to determine the order in which to pick phone numbers from a preloaded list of numbers of consumers that are allegedly in default on their payments.
58. Accordingly, the system employed by Defendant has the *capacity* – (A) to store or produce telephone numbers to be called, using a random or sequential number generator; and (B) to dial such numbers.
59. Defendant violated 47 U.S.C. § 227 (b)(1)(A)(iii) by placing no less than 27 non- emergency calls, including but not limited to the aforementioned to Plaintiff’s Phones, utilizing an ATDS without Plaintiff’s consent.
60. As pled above, Plaintiff revoked consent to be called/texted on her Phones in a letter received by Defendant on Jul 9, 2020 attached as Exhibit E.
61. As pled above, Plaintiff was severely harmed by Defendant’s collection calls to her Phones.
62. Upon information and belief, Defendant has no system in place to document whether it has consent to contact consumer on their telephones.
63. Upon information and belief, Defendant has no policies and procedures in place to

honor consumers' requests that collection calls cease.

64. Upon information and belief, Defendant knew its collection practices violated the TCPA, yet continued to employ them in order to maximize efficiency and revenue.

65. As a result of Defendant's violations of 47 U.S.C. §227(b)(1)(A)(iii), Plaintiff is entitled to receive \$500.00 in damages for each violation.

66. As a result of Defendant's knowing and willful violations of 47 U.S.C. §227 (b)(1)(A)(iii), Plaintiff is entitled to receive up to \$1,500.00 in treble damages for each violation.

SECOND CAUSE OF ACTION

Violations of the Texas Debt Collection Act

Tex. Fin. Code Ann. §392 et seq.

67. Plaintiff incorporates by reference all of the above paragraphs of this Complaint as though fully stated herein with the same force and effect as if the same were set forth at length herein.

68. This is an action for willful violation of the Texas Debt Collection Act, Tex. Fin. Code Ann. § 392 et seq., ("TDCA").

69. Section §392.302(4) states a debt collector may not oppress, harass, or abuse a person by causing a telephone to ring repeatedly or continuously, or making repeated or continuous telephone calls, with the intent to harass a person at the called number.

70. Defendant violated Section §392.302(4) with the volume of calls.

71. For the aforementioned-reasons, Defendant has violated the TDCA.

72. Plaintiff feels threatened and harassed from the volume and nature of the phone calls to her cellular, landline and work telephones.

73. For these reasons, the Defendant is liable to the Plaintiff for actual damages, statutory damages, costs, and reasonable attorney's fees.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff demands judgment from Defendant as follows:

1. Award Plaintiff statutory damages of at least \$500.00 per phone call/text message and treble damages pursuant to 47 U.S.C. §§ 227(b)(3)(B)&(C);
2. Award Plaintiff statutory damages not less than \$100 under the TDCA;
3. Award Plaintiff actual damages under the TDCA;
4. Award Plaintiff costs of this action, including reasonable attorneys' fees and expenses under TDCA; and
5. Award Plaintiff such other and further relief as this Court may deem just and proper.

DATED: February 8, 2022

Respectfully Submitted,

JAFFER & ASSOCIATES PLLC

/s/ Allen Robertson

Allen Robertson
Texas Bar No. 24076655
Shawn Jaffer
Texas Bar No. 24107817
Phillip Pool
Texas Bar No. 24086466
Robert Leach
Texas Bar No. 24103582
15851 Dallas Pkwy Ste 600
Addison, TX 75001
Phone: 214-494-1871
Fax: 888-509-3910
E-mail: attorneys@jaffer.law

ATTORNEYS FOR PLAINTIFF

FILED
2/8/2022 11:32 AM
Dallas County
Justic of the Peace Pct 2-2
By: Aimee Banda

January 30, 2021

Citicards/CBNA
P.O. Box 6241
Sioux Falls, SD 57117

CERTIFIED MAIL



RE: Account No. ██████████

To Whom It May Concern:

I am requesting an investigation of the above stated account, as well as the information being reported to credit reporting agencies regarding the account. I have filed disputes with the credit bureaus and have been subsequently informed the account has been verified as "accurate" by your company. Therefore, as per my rights under the Fair Credit Reporting Act section 623 (a)(8), the Texas Finance Code section 392.202, and the Bureau of Consumer Financial Protection, I am disputing the account and requesting a further investigation of the matter. Please provide all documentation that substantiates the information that you have furnished to the credit reporting agencies for the account in question. I am specifically requesting information pertaining to:

You're closing the account when no reasonable explanation existed. You are instructed to provide any documentation that would support your decision to take such action. This should include all written notices pertaining to the account closure, as well as any modification of the account interest rate.

Additionally, you are instructed to provide a complete analysis of the account including monthly statements of ALL charges as I do not agree with charges and/or fees placed on the account. This should include a complete payment history with copies of each payment received including bank routing information.

I am also demanding a copy of the contract or agreement I signed indicating my responsibility for the account. If you allege the account was e-signed, then you are instructed to provide all documents pertaining to the e-signature, including computer generated proof of the transaction. This should include any language which allows the unilateral closure without cause.

Finally, the actual date the account was closed and reported to credit bureaus as such.

If you are unable to provide the foregoing original documentation as required by State and Federal law, then you are instructed to remove all account information from credit reporting agencies to which it may have been provided.

Page Two

Again, the requested information is necessary to confirm the account as it has been reported to credit reporting agencies since I do not recall the account events as you have reported them.

Additionally, I have enclosed copies on my personal information for identification purposes, as well as a copy of a recent Experian credit report reflecting the account's reporting. The inclusion of this information completes my obligation under the FCRA § 623 (a).

Kimberly M. Shelton
3701 Scott Drive
Rowlett, Texas 75088
SS# [REDACTED]

Enclosures

2/28/2021

USPS.com® - USPS Tracking® Results

[FAQs](#)[Track Another Package +](#)**Tracking Number:** [REDACTED][Remove X](#)

Your item was delivered at 4:57 am on February 4, 2021 in SIOUX FALLS, SD 57117.



February 4, 2021 at 4:57 am
Delivered
SIOUX FALLS, SD 57117

[Get Updates ▾](#)[Text & Email Updates](#)[Tracking History](#)[Product Information](#)[See Less ▲](#)

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

KJM

1/30/21
U.S. Postal Service Certified Mail Receipt

ARTICLE NUMBER: 0407111895560404768964

ARTICLE ADDRESSED TO:

Citibank/CBNA
P.O. Box 6241
Sioux Falls SD 57117-6241

FEES

Postage Per Piece	\$0.51
Certified Fee	3.60
Total Postage & Fees:	4.11

Postmark
Here

July 5, 2021

Citicards/CBNA
P.O. Box 6241
Sioux Falls, SD 57117

CERTIFIED MAIL

RE: Account No. [REDACTED]

To Whom It May Concern:

I am requesting an investigation of the above stated account, as well as the information being reported to credit reporting agencies regarding the account. I have filed disputes with the credit bureaus and have been subsequently informed the account has been verified as "accurate" by your company. Therefore, as per my rights under the Fair Credit Reporting Act section 623 (a)(8), and the Texas Finance Code section 392.202, As well as the Bureau of Consumer Financial Protection, I am disputing the account and requesting a further investigation of the matter. Please provide all documentation that substantiates the information that you have furnished to the credit reporting agencies for the account in question. I am specifically requesting information pertaining to:

The reporting of the account "closed by the consumer" since you chose to close the account without ANY notice or justification. Any reporting otherwise is false and misleading.

The reason such actions were initially taken to close the account when it had never been late or exceeded the limit when you took your action.

A complete analysis of all the charges you have placed on the account during the account's duration. This should include charges placed on the account before and after your closure as I do not agree with what has been charged to the account.

An analysis of the interest charged during the account duration. This should include before and after closure, including any penalty interest applied to the account.

Copies of all late notices sent for the account, including the address where each notice was sent.

A copy of the contract I signed indicating my responsibility for the account and the subsequent payment.

Should you be unable to provide the evidentiary documentation to support your reporting, please have the information in question deleted from each of the credit reporting agencies to which you report.

Finally, under the TCPA all telephone calls are to cease as they are inconvenient. Forward all communication to the address below.

Page Two

Additionally, I have enclosed copies on my personal information for identification purposes, as well as a copy of a recent Experian credit report reflecting the account's reporting. The inclusion of this information completes my obligation under the FCRA § 623 (a).

Kimberly M. Shelton
3701 Scott Drive
Rowlett, Texas 75088
SS# [REDACTED]

Enclosures

7/9/2021

USPS.com® - USPS Tracking® Results



FAQs >

Track Another Package +

Tracking Number: [REDACTED]

Remove X

Your item was delivered at 4:43 am on July 9, 2021 in SIOUX FALLS, SD 57117.



July 9, 2021 at 4:43 am
SIOUX FALLS, SD 57117

Get Updates ▾

Text & Email Updates

Tracking History

Product Information

See Less ▲

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

Kim

7/6/21

U.S. Postal Service Certified Mail Receipt

ARTICLE NUMBER: 9407111909550312455189

ARTICLE ADDRESSED TO:

Citicards/CBNA
P.O. Box 6241
Sioux Falls SD 57117-6241

FEES

Postage Per Piece

\$0.51

Certified Fee

3.60

Total Postage & Fees:

4.11

Postmark
Here

6/25/2021

Experian

Prepared For KIM SHELTON Date generated: Jun 21

CITICARDS CNA
6 late payments

E Account Info

Account name
Account number
Original creditor
Company sold
Account type
Date opened
Account status
Payment status
Status updated

CITICARDS CNA

██████████

Credit Card

Mar 20, 2013

Closed

Past due 90 days

Apr 2021

Balance

Balance updated

Credit limit

Monthly payment

Past due amount

Highest balance

Term

Responsibility

Your statement

Jun 1

R

M

M

E Payment history

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
2021	00	00	00	00	00	00	00	00	00	00	00	00
2020	0	0	0	0	0	0	0	0	0	0	0	0
2019	0	0	0	0	0	0	0	0	0	0	0	0
2018	0	0	0	0	0	0	0	0	0	0	0	0
2017	0	0	0	0	0	0	0	0	0	0	0	0
2016	0	0	0	0	0	0	0	0	0	0	0	0
2015	0	0	0	0	0	0	0	0	0	0	0	0
2014	0	0	0	0	0	0	0	0	0	0	0	0
On time	00	00	00	00	00	00	00	00	00	00	00	00
90 days late	00	00	00	00	00	00	00	00	00	00	00	00
30 days late	00	00	00	00	00	00	00	00	00	00	00	00
Days delinquent	00	00	00	00	00	00	00	00	00	00	00	00

E Contact info

Address

PO BOX 6241 SIOUX FALLS,
SD 57117

Phone number

By mail only

E Comments

Account closed at consumer's request

Account closed at consumer's request and in dispute under FDCPA

August 9, 2021

Citicards/CBNA
P.O. Box 6241
Sioux Falls, SD 57117

CERTIFIED MAIL

**PRIVILEGED SETTLEMENT NEGOTIATION
PROTECTED UNDER TEXAS RULE OF EVIDENCE 408**

Re: Kimberly M. Shelton – Account No. [REDACTED]

To Whom It May Concern:

Your willful and malicious acts pertaining to the above stated account are a direct violation of the Texas Finance Code, the Fair Credit Reporting Act, and the Telephone Consumer Protection Act for your unlawful failure to respond and continued telephone harassment.

Upon receipt of the January 30, 2021, investigation request, you were required to address the specific concerns outlined and provide a reasonable explanation of your actions taken. Namely, the closing of the account when no justifiable reason existed. Additionally, a request for account documentation was subsequently ignored. Instead, you provided a generic response letter dated February 19, 2021 (copy enclosed) which had no bearing on the account, or the actions taken. This is a violation of 15US §1681s (a)(8) and the Texas Finance Code § 392.202.

Once again, you were contacted on July 5, 2021, requesting an investigation of the account and how it is being reported to credit reporting agencies. The request outlined several concerns including the reported statement the account had been closed by the consumer which was false and misleading. Additionally, a second request was made for specific account documentation which was once again ignored. Instead, you sent a letter on July 24, 2021, which states the alleged balance with no other information provided.

In the July 5, 2021, certified letter you were also instructed to cease all telephone calls regarding the account. This became necessary as you were calling multiple times a day, seven days a week. You received this letter on July 9, 2021, wherein you were required to cease all telephone communications immediately. Instead, you continued your malicious actions and made an additional 32 unwarranted calls. These calls were documented and included multiple calls to an employer wherein messages were left on the employer's telephone system. These calls are a direct violation of the TCPA 15US §1692c (c) and the Texas Finance Code.

Your actions, namely, failing to investigate, failing to properly respond to the dispute, and continued collection activities constitute ongoing knowing violations of several provisions of the

TFC, the FRCA, and the TCPA. Further, the Texas Finance Code section 392.404 states that a violation under Chapter 392 is also a deceptive trade practice under Chapter 17 of the Texas Deceptive Trade Practices Act ("DTPA"). For an action brought through Texas Finance Code section 392.404 and the DTPA, a consumer is entitled to actual damages, attorney's fees, and cost. In addition, a consumer may receive up to three times his or her actual damages for knowing violations of the DTPA.

To date, your unlawful course of conduct has caused actual and punitive damages.

A large rectangular area of the page is completely blacked out with a redaction marker, obscuring several paragraphs of text.

If you have any questions regarding this matter, please feel free to contact me at the address below.

Sincerely,

Kimberly M. Shelton
3701 Scott Drive
Rowlett, Texas 75088

8/10/2021

USPS.com® - USPS Tracking® Results



[FAQs](#) >

[Track Another Package](#) +

Tracking Number: XXXXXXXXXX

[Remove X](#)

Your item was delivered at 4:46 am on August 10, 2021 in SIOUX FALLS, SD 57117.



August 10, 2021 at 4:46 am
SIOUX FALLS, SD 57117

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[Text & Email Updates](#) ▾

[Tracking History](#) ▾

[Product Information](#) ▾

[See Less](#) ▲

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8/6/21

U.S. Postal Service Certified Mail Receipt

ARTICLE NUMBER: 8407 1110 0050 1402 1013 04

ARTICLE ADDRESSED TO:

Citicards/CBNA
P.O. Box 6241
Sioux Falls SD 57117-6241

FEES

Postage Per Piece	\$0.51
Certified Fee	3.60
Total Postage & Fees:	4.11

Postmark
Here

8/6/21

U.S. Postal Service Certified Mail Receipt

ARTICLE NUMBER: 8407 1110 0050 1402 4777 05

ARTICLE ADDRESSED TO:

Citicards/CBNA
701 East 60th Street North
Sioux Falls SD 57104-0432

FEES

Postage Per Piece	\$0.51
Certified Fee	3.60
Total Postage & Fees:	4.11

Postmark
Here

(CORPORATE)



PO Box 6500
Sioux Falls, SD 57117-6500

KIM SHELTON
3701 SCOTT DR
ROWLETT TX 75088-5844

FILED
2/8/2022 11:32 AM
Dallas County
Justic of the Peace Pct 2-2
By: Alme Banda

Account Update: Important Information
February 19, 2021



Thank you for contacting our Customer Service Team.

Our records indicate that your account was closed on 08/19/2020, as it has failed in the card reissue criteria. The account is in failed reissue due to late payments, going over the credit line or related accounts which are not in compliance with the terms & conditions of the Citi bank card agreement.

We have forwarded your credit report inquiry(s) to the appropriate area for investigation.

If you have any questions or are in need of further assistance, please call us at 1-800-842-6596 (TTY/TDD: 1-800-325-2865 for hearing and speech impaired services only). If you are outside the United States, Canada, and Puerto Rico, you may call us collect at 1-904-954-5678.

KIM SHELTON
Account ending 1851

Please see reverse side for important information

O . L 0600005001 | 2021021970557353 | 084 | D_ID_CI_0001 | AIPUYHY



PO Box 6500
Sioux Falls, SD 57117-6500

Dad
7/29/21

EXHIBIT C

FILED

2/8/2022 11:32 AM

Dallas County

Justice of the Peace Pct 2-2

By: Alme Banda

Account Update: Important Information

July 24, 2021

00000546 1 61801775 DTF 00000546

01006499

\$3.07

KIM SHELTON
3701 SCOTT DR
ROWLETT TX 75088-5844

Thank you for contacting our Customer Service Team.

The balance on the account is \$4,223.22 as of the date of this letter. Please note, the balance may change daily because of new purchases, cash advances, payments or merchant credits.

If you have any questions or are in need of further assistance, please call us at 1-800-842-6596 (TTY/TDD: 1-800-325-2865 for hearing and speech impaired services only). If you are outside the United States, Canada, and Puerto Rico, you may call us collect at 1-904-954-5678.

KIM SHELTON
Account ending 1851

0.1080000100112021072470126805.084.R.ID.C1.0001.AIP0VYK2458743873295164;



FILED
2/8/2022 11:32 AM
Dallas County
Justic of the Peace Pct 2-2
By: Aime Banda

Citibank, N.A.
P.O. Box 6241
Sioux Falls, SD 57117-6241

KIMBERLY SHELTON
3701 SCOTT DRIVE
ROWLETT, TX 75088

August 24, 2021

Card No: [REDACTED] 9244

DEAR KIMBERLY SHELTON:

We've looked into your account request. We've reviewed your request to update the information on your credit report. Our records show that the information on your credit report is correct. We've informed the credit reporting agencies that you are disputing information on your account. Please allow at least 30 days for them to make this update.

If you'd like to add a statement of explanation regarding the dispute to your credit report, please contact the reporting agencies below:

Equifax Information Services LLC
P.O. Box 740256
Atlanta, GA 30374
1-800-685-1111
www.equifax.com

TransUnion Consumer Relations
P.O. Box 1000
2 Baldwin Place
Chester, PA 19022
1-800-886-4213
www.transunion.com/myoptions

Experian
P.O. Box 2002
701 Experian Parkway
Allen, TX 75013-0036
1-888-397-3742
www.experian.com

We are unable to remove this account from your credit report at this time.

Sincerely,

Credit Management Department

CBR0010

FEDERAL REGULATIONS REQUIRE THE STATEMENT PRINTED ON THE REVERSE SIDE

FILED
2/8/2022 11:32 AM
Dallas County
Justic of the Peace Pct 2-2
By: Alme Banda

July 5, 2021

EXHIBIT

E

CERTIFIED MAIL

Citicards/CBNA
P.O. Box 6241
Sioux Falls, SD 57117

RE: Account No. 546616XXXXXX

To Whom It May Concern:

I am requesting an investigation of the above stated account, as well as the information being reported to credit reporting agencies regarding the account. I have filed disputes with the credit bureaus and have been subsequently informed the account has been verified as "accurate" by your company. Therefore, as per my rights under the Fair Credit Reporting Act section 623 (a)(8), and the Texas Finance Code section 392.202, As well as the Bureau of Consumer Financial Protection, I am disputing the account and requesting a further investigation of the matter. Please provide all documentation that substantiates the information that you have furnished to the credit reporting agencies for the account in question. I am specifically requesting information pertaining to.

The reporting of the account "closed by the consumer" since you chose to close the account without ANY notice or justification. Any reporting otherwise is false and misleading.

The reason such actions were initially taken to close the account when it had never been late or exceeded the limit when you took your action.

A complete analysis of all the charges you have placed on the account during the account's duration. This should include charges placed on the account before and after your closure as I do not agree with what has been charged to the account.

An analysis of the interest charged during the account duration. This should include before and after closure, including any penalty interest applied to the account.

Copies of all late notices sent for the account, including the address where each notice was sent.

A copy of the contract I signed indicating my responsibility for the account and the subsequent payment.

Should you be unable to provide the evidentiary documentation to support your reporting, please have the information in question deleted from each of the credit reporting agencies to which you report.

Finally, under the TCPA all telephone calls are to cease as they are inconvenient. Forward all communication to the address below.

Page Two

Additionally, I have enclosed copies on my personal information for identification purposes, as well as a copy of a recent Experian credit report reflecting the account's reporting. The inclusion of this information completes my obligation under the FCRA § 623 (a).

Kimberly M. Shelton
3701 Scott Drive
Rowlett, Texas 75088
SS# [REDACTED]

Enclosures

7/9/2021

USPS.com® - USPS Tracking® Results



[FAQs >](#)

[Track Another Package +](#)

Tracking Number: [REDACTED]

[Remove X](#)

Your item was delivered at 4:43 am on July 9, 2021 in SIOUX FALLS, SD 57117.



July 9, 2021 at 4:43 am
SIOUX FALLS, SD 57117

[Get Updates ▾](#)

[Text & Email Updates](#) ▾

[Tracking History](#) ▾

[Product Information](#) ▾

[See Less ▲](#)

Can't find what you're looking for?

Go to our FAQs section to find answers to your tracking questions.

7/6/21

U.S. Postal Service Certified Mail Receipt

ARTICLE NUMBER: 6407111892560512426185

ARTICLE ADDRESSED TO:

Citicards/CBNA
P.O. Box 6241
Sioux Falls SD 57117-6241

FEES

Postage Per Piece	\$0.61
Certified Fee	3.60
Total Postage & Fees:	4.11

Postmark
Here

EXHIBIT**Citi Bank Phone log after receiving cease and desist letter.**

7/09/2021 (Fri)	8:39am 2:47pm 5:51pm	call from 1-877-281-0416 call from 1-877-281-0416 call from 1-877-281-0416
7/10/2021 (Sat)	8:09am 10:36am 12:50pm 3:11pm	Call from 1-877-281-0416 Call from 1-877-281-0416 Call from 1-877-281-0416 Call from 1-877-281-0416
7/11/2021 (Sun)	8:21am 10:36am 12:49pm 2:55pm	Call from 1-877-281-0416 Call from 1-877-281-0416 Call from 1-877-281-0416 Call from 1-877-281-0416
7/12/2021 (Mon)	10:30am 5:29pm 8:34pm	Call from 1-877-281-0416 Call from 1-877-281-0416 Call from 1-877-281-0416
7/13/2021 (Tue)	8:30am 2:49pm 6:08pm	Call from 1-805-637-7243 (Voice mail) Call from 1-877-281-0416 Call from 1-877-281-0416
7/14/2021 (Wed)	8:01am 2:40pm 5:40pm	Call from 1-877-281-0416 Call from 1-877-281-0416 Call from 1-877-281-0416
7/15/2021 (Thur)	8:01am 2:56pm 6:06pm	Call from 1-877-281-0416 Call from 1-877-281-0416 Call from 1-877-281-0416
7/16/2021 (Fri)	8:07am	Call from 1-877-281-0416
7/17/2021 (Sat)	8:02am	Call from 1-877-281-0416 (Msg left on school phone)
7/18/2021 (Sun)	8:35am	Call from 1-877-281-0416 (Msg left on school phone))
7/19/2021 (Mon)	8:14am	Call from 1-877-281-0416 (Msg left on school phone)

Additional calls were made from 1-877-281-0416 to our home phone which is a land line. We will try to secure documentation for these calls. There were approximately 6-8 calls.

EXHIBIT “B-2”

THE STATE OF TEXAS

TO THE DEFENDANT: CITIBANK N.A.

DOCKET NO: JS22-00041E

SUIT DESCRIPTION:
SMALL CLAIMS

YOU HAVE BEEN SUED. YOU MAY EMPLOY AN ATTORNEY TO HELP YOU IN DEFENDING AGAINST THIS LAWSUIT. BUT YOU ARE NOT REQUIRED TO EMPLOY AN ATTORNEY. YOU OR YOUR ATTORNEY MUST FILE AN ANSWER WITH THE COURT. YOUR ANSWER IS DUE BY THE END OF THE 14TH DAY AFTER THE DAY YOU WERE SERVED WITH THESE PAPERS. IF THE 14TH DAY IS A SATURDAY, SUNDAY, OR LEGAL HOLIDAY, YOUR ANSWER IS DUE BY THE END OF THE FIRST DAY FOLLOWING THE 14TH DAY THAT IS NOT A SATURDAY, SUNDAY, OR LEGAL HOLIDAY. DO NOT IGNORE THESE PAPERS. IF YOU DO NOT FILE AN ANSWER BY THE DUE DATE, A DEFAULT JUDGMENT MAY BE TAKEN AGAINST YOU. FOR FURTHER INFORMATION, CONSULT PART V OF THE TEXAS RULES OF CIVIL PROCEDURE, WHICH IS AVAILABLE ONLINE AND ALSO AT THE COURT LISTED ON THIS CITATION.

IF YOU FAIL TO FILE AN ANSWER, JUDGMENT BY DEFAULT MAY BE RENDERED AGAINST YOU FOR THE RELIEF DEMANDED IN THE PETITION. A COPY OF PLAINTIFF'S PETITION IS ATTACHED HERETO AND MADE A PART HEREOF AS THOUGH WRITTEN IN.

FILED ON: 02-08-2022
CITATION ISSUED: 02-08-2022
CITATION ISSUED TO
ATTY/PPS

[Signature]
DS/AB

JUDGE KATINA WHITEFIELD
JUSTICE OF THE PEACE
PRECINCT 2 PLACE 2
DALLAS COUNTY



KATINA WHITEFIELD
JUSTICE OF THE PEACE
PRECINCT 2, PLACE 2
DALLAS COUNTY
823 N. GALLOWAY #101-A
MESQUITE, TEXAS 75149
(972) 285-5429

PLAINTIFF(S):
SHELTON, KIMBERLY M.
ATTY, JAFFER & ASSOCIATES PLLC
15851 DALLAS PKWY STE 600
ADDISON, TX 75001
(214) 494-1871

VS.
DEFENDANT(S):
CITIBANK N.A.
800 S CORPORATE PLACE
SIOUX FALLS, SD 57104

SHERIFF OR CONSTABLE SERVICE RETURN:				DOCKET NO: JS22-000412
CAME TO HAND THIS _____ DAY OF _____, 20_____, AT _____ O'CLOCK _____ M.,	SUIT DESCRIPTION: SMALL CLAIMS			
EXECUTED IN PERSON THIS _____ DAY OF _____, 20_____, AT _____ O'CLOCK _____ M.,	PLAINTIFF(S): SHELTON, KIMBERLY M ATTY, JAFFER & ASSOCIATES PLLC 15851 DALLAS PKWY STE 600 ADDISON, TX 75001 (214) 494 1871			
BY DELIVERING TO THE FOLLOWING NAMED DEFENDANT AT _____	A TRUE COPY OF CITATION.			
) EXECUTED BY 501.2 (E) THIS _____ DAY OF _____, 20_____, AT _____ O'CLOCK _____ M., BY ALTERNATIVE SERVICE DELIVERING TO THE FOLLOWING	VS. DEFENDANT(S): CITIBANK N.A. 800 S CORPORATE PLACE SIOUX FALLS, SD 57104			
AT _____				
) EXECUTED BY 501.2 (B) (2) THIS _____ DAY OF _____, 20_____, AT _____ O'CLOCK _____ M., BY REGISTERED OR CERTIFIED MAIL, RESTRICTED DELIVERY	IN THE JUSTICE COURT			
WITH RETURN RECEIPT OR ELECTRONIC RETURN RECEIPT REQUESTED TO THE FOLLOWING				
AT _____				
) NOT SERVED FOR THE FOLLOWING REASON	FEE: \$ _____			
CONSTABLE, PRECINCT NO. _____ DEPUTY _____	FILLED ON: 02-08-2022			
	CITATION ISSUED: 02-08-2022			
	CITATION ISSUED TO ATTY/PBS			
	KATINA WHITEFIELD JUSTICE OF THE PEACE PRECINCT 2, PLACE 2 DALLAS COUNTY 823 N. GALLOWAY #101-A MESQUITE, TEXAS 75149 (972) 285-5429			

EXHIBIT “B-3”

AFFIDAVIT OF SERVICE

State of Texas

County of Dallas

JP2-2 Court

Case Number: JS22-00041E

Kimberly M. Shelton,
vs.
Defendant:
Citibank, N.A.,

For: Shawn Jaffer Law Firm, PLLC

Received by Curtis M. Blasy on the 23rd day of February, 2022 at 12:23 pm to be served on Citibank N.A. by serving any authorized agent, 5800 S Corporate Pk, Sioux Falls, Lincoln County, SD 57108, I, Curtis M. Blasy, being duly sworn, depose and say that on the 1 day of March, 2022 at 3:00 pm, executed service by delivering a true copy of the Citation and Plaintiff's Original Petition with Exhibits A, B, C, D, E and F in accordance with state statutes in the manner marked below:

CORPORATE SERVICE: By delivering to Lisa Recker (individual accepting) as Legal Ops Counsel (title), at 5800 S Corporate Pk (street), Sioux Falls (city), SD (state)
57108 (zip code) Lincoln (county).

PUBLIC AGENCY: By delivering to _____ (individual accepting) as _____ (title) of the within-named agency at _____ (street),
_____(city), _____ (state) _____ (zip code) _____ (county).

SUBSTITUTE SERVICE: By delivering to _____ (individual accepting) as _____ (relationship/title) at _____ (street),
_____(city), _____ (state) _____ (zip code) _____ (county).

GOVERNMENT AGENCY: By delivering to _____ (individual accepting) as _____ (title) of the within-named agency at _____ (street),
_____(city), _____ (state) _____ (zip code) _____ (county).

NON SERVICE: For the reason detailed in the comments below.

COMMENTS: _____

I certify that I am over the age of 18, have no interest in the above action, and have the proper authority in the jurisdiction in which this process was delivered. The facts in this affidavit are within my personal knowledge and true and correct.

Subscribed and sworn to before me on the 2nd day of
March, 2022 by the affiant who is
personally known to me.

John Vincent
NOTARY PUBLIC

PROCESS SERVER # _____
Appointed in accordance with State Statutes

ATX Process, LLC
604 West 8th Street

Suite B
Austin, TX 78701
(512) 717-5600

Our Job Serial Number: 2022002072
Ref: Kimberly Shelton

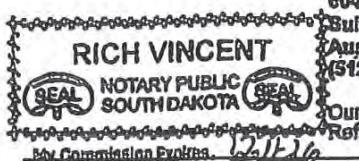


EXHIBIT “B-4”

NO. JS-2200041E

KIMBERLY M. SHELTON, <i>Plaintiff,</i>	§ § § v.	IN THE JUSTICE COURT PRECINCT 2 PLACE 2
CITIBANK, N.A., <i>Defendant.</i>	§ § §	DALLAS COUNTY, TEXAS

DEFENDANT CITIBANK, N.A.'S ORIGINAL ANSWER

TO THE HONORABLE JUDGE OF SAID COURT:

Subject to and without waiver of its rights to removal and contractual rights to arbitration, Defendant Citibank, N.A. (“Defendant” or “Citibank”) files this, its Original Answer, and would respectfully show this Court as follows:

GENERAL DENIAL

Without waiver of its rights to arbitration, pursuant to Rule 502.5(b) of the Texas Rules of Civil Procedure, Defendant Citibank generally denies each and every, all and singular, of the allegations set forth in Plaintiff's Original Petition and demands strict proof thereof.

RESERVATION OF RIGHTS

Citibank does not waive and expressly reserves its contractual rights to compel arbitration, its rights to removal, any objections or defenses it may have as to improper service, jurisdiction, or venue, or any other defenses or objections to this action. Citibank intends no admission of fact, law, or liability by this Original Answer, and reserves all defenses, motions, and pleas.

DEFENSES AND AFFIRMATIVE DEFENSES

Subject to the foregoing General Denial and Reservation of Rights, including Defendant's contractual right to compel arbitration and rights to removal, and without waiving the same, Defendant Citibank asserts the following affirmative defenses, which, singularly or in

combination, bar Plaintiff's right to recover from Defendant Citibank, in whole or in part, the damages and relief sought in Plaintiff's Petition. To the extent that such affirmative defenses are inconsistent, they are pleaded in the alternative. Defendant asserts the following affirmative defenses:

1. Plaintiff's claims are barred, in whole or in part, as the matters raised in Plaintiff's Original Petition may be subject to mandatory arbitration.
2. Plaintiff's claims are barred, in whole or in part, for failure to state a claim upon which relief may be granted.
3. Plaintiff's claims are barred, in whole or in part, because Plaintiff has not suffered any actual damages.
4. Plaintiff's claims are barred, in whole or in part, by the doctrine of set-off.
5. Plaintiff's claims are barred, in whole or in part, by the doctrine of unclean hands.
6. Plaintiff's claims are barred, in whole or in part, by the doctrine of estoppel.
7. Plaintiff's claims are barred, in whole or in part, by the doctrine of consent. By her own conduct, acts, omissions, contractual promises, and agreements Plaintiff consented to and acquiesced in Defendant's conduct, including by providing express consent to be contacted by Defendant at the telephone number provided by Plaintiff. Furthermore, Plaintiff, and/or another customary user of the phone who can bind Plaintiff, consented to receive any telephone calls which allegedly were made and any purported revocation of consent was ineffective as a matter of fact and law.
8. Plaintiff's claims are barred, in whole or in part, by Plaintiff's failure to mitigate damages, if any.

9. Plaintiff's claims are barred, in whole or in part, by the doctrine of unjust enrichment.

10. Plaintiff's claims are barred, in whole or in part, by the doctrine of assumption of risk.

11. Plaintiff's claims are barred, in whole or in part, by the doctrine of justification.

12. Plaintiff's claims are barred, in whole or in part, by the doctrine of ratification.

13. Plaintiff's claims are barred, in whole or in part, by the doctrine of contributory negligence.

14. Plaintiff's claims are barred, in whole or in part, by the doctrine of waiver.

15. Plaintiff's claims are barred, in whole or in part, by the doctrine of laches.

16. Plaintiff's claims are barred, in whole or in part, by the plain terms of the applicable contract(s).

17. Plaintiff's claims are barred, in whole or in part, because Plaintiff suffered no injury or actual damages as a result of any act, conduct, or practice of Citibank.

18. Plaintiff's claims are barred, in whole or in part, to the extent they are based on law other than the governing law contained in the parties' credit card agreement.

19. Citibank alleges that it has appropriately, completely, and fully performed and discharged any and all obligations and legal duties, if any, arising out of the matters alleged in Plaintiff's Original Petition.

20. At all relevant times, Citibank acted in good faith in its dealings, if any, with Plaintiff. As such, it would be inequitable to award Plaintiff damages in any amount.

21. Plaintiff's Original Petition, and each claim and cause of action set forth therein, are barred, in whole or in part, on the grounds that Citibank is entitled to an offset or setoff of any

damages claimed by Plaintiff based on the amounts owed on Plaintiff's account(s) and/or based on Plaintiff's breach of the parties' agreement(s).

22. Plaintiff's claims are barred, in whole or in part, because any damage, injury and/or harm sustained by Plaintiff was the direct and proximate result of the independent, intervening, negligent, criminal, and/or unlawful conduct of independent third parties or their agents, and not any act or omission on the part of Citibank.

23. Plaintiff's claims are barred, in whole or in part, because all actions taken by Citibank were reasonable in time and scope.

24. Plaintiff's claims are barred, in whole or in part, because Citibank substantially complied with all applicable statutory requirements, and the doctrine of substantial compliance bars the recovery the Plaintiff seeks.

25. Plaintiff's Original Petition does not allege facts sufficient to rise to the level of conduct required to recover punitive damages, and thus all requests for punitive damages are improper.

26. Plaintiff's claims are barred, in whole or in part, under the economic loss rule. The economic loss rule bars tort claims for the recovery of economic losses when the loss is the subject matter of a contract.

27. Plaintiff's claims are barred, in whole or in part, because Plaintiff's alleged injuries are not traceable to the allegedly violative conduct.

28. Plaintiff's TCPA claims are barred, in whole or in part, under the First Amendment of the United States Constitution.

29. Plaintiff's damages claim under the TCPA is barred, in whole or in part, due to an absence of any actual damages. Hence, any statutory damages are an excessive fine and violate

Defendant's rights under the Due Process and Takings Clauses of the United States Constitution and/or applicable state constitutions.

30. Defendant's telephone lacks the present capacity to generate random or sequential telephone numbers to dial those numbers.

31. The Petition, and each claim and cause of action set forth therein, is barred, in whole or in part, on the grounds that Plaintiff seeks damages that are too speculative to permit recovery.

32. Any state law claims that are subsumed within a federal law of the same subject matter are preempted by federal law.

33. Citibank reserves the right to amend and supplement its affirmative defenses to include any applicable defense of law or fact.

SERVICE BY EMAIL

Pursuant to Texas Rule of Civil Procedure 502.5(a)(3), Defendant consents to receive documents related to this case by email at the email addresses: meagan@martinpowers.com, katie@martinpowers.com, angelita@martinpowers.com, and paralegals@martinpowers.com. Plaintiff is directed to send all documents for service to all four email addresses listed, which are Defendant's counsel and paralegal.

PRAYER

WHEREFORE, PREMISES CONSIDERED, subject to and without waiving its rights to removal and its contractual rights to compel arbitration, Defendant Citibank requests that Plaintiff take nothing by her claims; all costs be assessed against Plaintiff, and that Defendant Citibank be granted such other and further relief, at law or in equity, to which Defendant Citibank may prove to be justly entitled.

DATE: March 15, 2022

Respectfully submitted,

/s/ Meagan Martin Powers

Meagan Martin Powers

State Bar No. 24050997

Katherine M. Anand

State Bar No. 24050223

M. Angelita Delgadillo

State Bar No. 24072507

MARTIN POWERS & COUNSEL, PLLC

600 E. John Carpenter Fwy, Suite 234

Irving, Texas 75062

Telephone: (214) 612-6474

Facsimile: (214) 247-1155

meagan@martinpowers.com

katie@martinpowers.com

angelita@martinpowers.com

**COUNSEL FOR DEFENDANT
CITIBANK, N.A.**

CERTIFICATE OF SERVICE

I hereby certify that on this the 15th day of March 2022, a true and correct copy of the forgoing document was served on all parties and counsel of record thru the Court's electronic filing system.

/s/ M. Angelita Delgadillo

M. Angelita Delgadillo

Automated Certificate of eService

This automated certificate of service was created by the efiling system. The filer served this document via email generated by the efiling system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Paralegal Martin Powers on behalf of Meagan Powers
Bar No. 24050997
paralegals@martinpowers.com
Envelope ID: 62629439
Status as of 3/15/2022 3:57 PM CST

Associated Case Party: KimberlyMShelton

Name	BarNumber	Email	TimestampSubmitted	Status
Allen Robertson		attorneys@jaffer.law	3/15/2022 3:03:53 PM	SENT
Shawn Jaffer	24107817	shawn@jaffer.law	3/15/2022 3:03:53 PM	SENT

EXHIBIT “C”

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

KIMBERLY M. SHELTON, §
§
Plaintiff, §
v. § CIVIL ACTION NO. 3:22-cv-00730
§
CITIBANK, N.A. §
§
Defendant. §

DEFENDANT'S CERTIFICATE OF INTERESTED PERSONS

Pursuant to Federal Rule of Civil Procedure 7.1 and this Court's Local Rules 3.1(c), 7.4, and 81.1(a)(4)(D), Defendant Citibank, N.A. provides the following information:

- (1) Identify any parent corporation and any publicly held corporation owning 10% or more of its stock:
 - (a) Citibank, N.A., is a national bank located in Sioux Falls, South Dakota.
 - (b) Citigroup, Inc., a publicly-traded corporation, is the parent corporation of Citibank, N.A.
- (2) A complete list of all persons, associations of persons, firms, partnerships, corporations, guarantors, insurers, affiliates, parent or subsidiary corporations, or other legal entities that are financially interested in the outcome of the case.
 - (a) Plaintiff Kimberly M. Shelton
 - (b) Defendant Citibank, N.A.
 - (c) Citigroup Inc.

DATE: March 30, 2022

Respectfully submitted,

/s/ Meagan Martin Powers

Meagan Martin Powers
State Bar No. 24050997
Katherine M. Anand
State Bar No. 24050223
M. Angelita Delgadillo
State Bar No. 24072507
MARTIN POWERS & COUNSEL, PLLC
600 E. John Carpenter Freeway, Suite 234
Irving, Texas 75062
Telephone: (214) 612-6474
Facsimile: (214) 247-1155
meagan@martinpowers.com
katie@martinpowers.com
angelita@martinpowers.com

**COUNSEL FOR DEFENDANT
CITIBANK, N.A.**

CERTIFICATE OF SERVICE

I hereby certify that on this the 30th day of March 2022, a true and correct copy of **Defendant's Certificate of Interested Persons** was served on Plaintiff in the State Court Action thru the Court's electronic filing system.

/s/ M. Angelita Delgadillo
M. Angelita Delgadillo